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16 and as a representative of aggrieved employees

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF SAN JOAQUIN**

19 IGNACIO MENDEZ and ADRIANA
20 RODRIGUEZ, individually and on behalf of
21 all others similarly situated,

22 Plaintiff,

23 vs.

24 WTMG, INC., a California corporation, et al,

25 Defendants.

Case No.: STK-CV-UOE-2021-0009144
Assigned to Hon. George J. Abdallah,
Dept. 10A

**[PROPOSED] ORDER OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT
DECLARATION OF PLAINTIFF
ADRIANA RODRIGUEZ IN
SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: November 1, 2024
Time: 9:00 a.m.
Place: Department 10A

Complaint Filed: September 29, 2021

1 The Court, having considered the Motion for Final Approval of Class Action and
2 PAGA Settlement of Plaintiffs Ignacio Mendez and Adriana Rodriguez and the papers filed
3 in support thereof, including the parties' Stipulation of Class Action and PAGA Settlement
4 ("Settlement Agreement"), having granted preliminary approval on June 6, 2024, having
5 directed that notice be given to all Class Members of preliminary approval of the Settlement
6 Agreement and the final approval hearing and the right to be excluded from or object to the
7 settlement, having read and considered all of the papers of the parties and their counsel, and
8 having received no objections to the settlement, and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 10 1. The Motion for Final Approval of the settlement is granted;
- 11 2. The parties to this action are Plaintiffs Ignacio Mendez and Adriana
12 Rodriguez ("Plaintiffs") and Defendant WTMG, Inc. ("Defendant" or "WTMG").
- 13 3. After participating in an arms' length mediation, Plaintiffs and Defendant
14 have agreed to a proposed settlement of this action on behalf of the class that Plaintiffs seek
15 to represent. The terms of the proposed settlement are fully set forth in the Settlement
16 Agreement attached as Exhibit 1 to the Declaration of Aaron Gundzik in Support of Motion
17 for Final Approval of Class Action Settlement.
- 18 4. This Court has jurisdiction over the subject matter of this action (the
19 "Action") and over all parties to the Action, including the Representative Plaintiffs and the
20 Class Members.
- 21 5. The terms used in this Order have the meaning assigned to them in the
22 Settlement Agreement.
- 23 6. The Court finds that the Class consists of all individuals who were employed
24 by Defendant in California as non-exempt employees at any time during the Class Period.
- 25 7. The Class Period is from September 29, 2017, through January 11, 2024.
- 26 8. The PAGA Employees are all Class members who were employed by
27 Defendant at any time during the PAGA Period.
- 28 9. The PAGA Period is from September 29, 2020 through January 11, 2024.

1 10. In settlement, Defendant will pay the gross amount of \$1,500,000 and will
2 separately pay the employer's share of all payroll taxes. From the gross settlement amount,
3 the parties propose to deduct fees for settlement administration costs in the amount of
4 \$16,500, PAGA Penalties totaling \$50,000, a Class Representative Service Payment to
5 Plaintiff Ignacio Mendez of up to \$10,000, a Class Representative Service Payment to
6 Plaintiff Adriana Rodriguez of up to \$5,000, a Class Counsel Litigation Expenses Payment
7 in the amount of \$35,000, and a Class Counsel Fees Payment, not to exceed \$525,000.

8 11. 75% of the \$50,000 in PAGA Penalties will be paid to the LWDA. The other
9 25% will be divided among the Aggrieved Employees based on the formula specified in the
10 Settlement Agreement.

11 12. The Net Settlement Amount, which is the amount remaining after the
12 forgoing deductions, as approved by the Court, will be distributed to Participating Class
13 Members in accord with the formula specified in the Settlement Agreement.

14 13. One Class Member, Maria Fernandez, submitted a timely request to be
15 excluded from the settlement. Therefore, all Class Members except for Maria Fernandez are
16 members of the Class are Participating Class Members and will receive settlement payments
17 and be bound by the releases and Judgment.

18 14. Neither the settlement, nor any of the terms set forth in the Settlement
19 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
20 liability to the Representative Plaintiffs or any Class Member, nor does this Final Approval
21 Order constitute a finding by the Court of the validity of any of the claims alleged in the
22 Action, or of any liability of Defendant or any of the other Released Parties.

23 15. The Court finds that the Notice of Class Action Settlement ("Notice of
24 Settlement") has been mailed to all Class Members as previously ordered by the Court, and
25 that such Notice of Settlement fairly and adequately described the terms of the proposed
26 Settlement Agreement, the manner in which the Class Members could object to or
27 participate in the settlement, and the manner in which Class Members could opt out of the
28 Class, was the best notice practicable under the circumstances, was valid, due and sufficient

1 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
2 3.769, due process and all other applicable laws. The Court further finds that a full and fair
3 opportunity has been afforded to Class Members to participate in the proceedings convened
4 to determine whether the proposed Settlement Agreement should be given final approval.

5 16. The Court finally approves of the distribution of the Net Settlement Amount
6 to the Participating Class Members. Participating Class Members are not required to submit
7 a claim form in order to receive payment. Rather, the gross amount paid to each
8 Participating Class Member will be based on the number of Pay Periods (as defined in the
9 Settlement Agreement) each Participating Class Member worked for Defendant in
10 California during the Class Period.

11 17. The Court finds that the Settlement Agreement is fair, reasonable and
12 adequate as to the Class, the named Plaintiffs and Defendant, and is the product of good
13 faith, arms' length negotiations between the parties, and further, that the Settlement
14 Agreement is consistent with public policy, and fully complies with all applicable provisions
15 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
16 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
17 \$1,500,000 ("Gross Settlement Amount") as follows:

18 a. The Court approves of the payment of Settlement Administration Costs of
19 \$16,500 to Phoenix Settlement Administrators.

20 b. The Court approves of a Service and Release Payment in the amount of
21 \$10,000 to Representative Plaintiff Ignacio Mendez and a Service and Release Payment in
22 the amount of \$5,000 to Plaintiff Adriana Rodriguez, as payment for their time and efforts in
23 pursuing this Action, for the risks they have undertaken, and as additional compensation for
24 the expanded releases that they are providing;

25 c. The Court approves of Class Counsel's attorneys' fees request of \$525,000,
26 which is one-third of the Gross Settlement Amount, finding that it is reasonable in light of
27 the benefit provided to the Class.

1 d. The Court approves of Class Counsel’s request for reimbursement of
2 litigation costs and expenses in the amount of \$35,000.

3 e. The Court approves of a payment to the Labor and Workforce Development
4 Agency (“LWDA”) in the amount of \$37,500 and a payment of \$12,500 to the Aggrieved
5 Employees (to be distributed based on the number of PAGA Pay Periods that they worked
6 during the PAGA Period) in settlement of claims under the California Labor Code Private
7 Attorneys General Act (“PAGA”).

8 f. The Court approves of payment of the remainder of the Gross Settlement
9 Amount (the “Net Settlement Amount”), approximately \$858,500, to the Participating
10 Settlement Class Members, pursuant to the terms of the Settlement Agreement, Paragraph
11 3.2.4, and that all settlement payments be deemed one-quarter wages, one-quarter interest,
12 one-quarter penalties and one-quarter reimbursement of expenses.

13 g. If a Participating Class Member’s settlement check(s) is not cashed within
14 180 days of issuance, it shall be voided and the funds from all such uncashed checks shall be
15 sent to the California State Controller as unclaimed property in the name of the Settlement
16 Class Member.

17 18. The Court approves of the following implementation schedule for further
18 proceedings:

19 • Settlement Effective Date: Pursuant to Paragraph II.N of the Settlement
20 Agreement, the Effective Date is the date of entry of this “Final Approval Order,” as there
21 have been no objections to the settlement.

22 • Deadline for Defendant to deliver the Gross Settlement Amount of
23 \$1,500,000 plus the employer’s portion of payroll taxes to the Settlement Administrator:
24 Within five calendar days after the Court’s Final Approval Order, Defendant shall deliver
25 50% of the Gross Settlement Amount and Employer’s Withholding Share to the QSF.
26 Defendant shall deliver the other 50% of the Gross Settlement Amount to the Settlement
27 Administrator within 180 days of the Effective Date.

- 1 • Mailing of Payments to Class Members: Within ten (10) calendar days of
- 2 Defendant's deposit of the Gross Settlement Amount and employer's portion of payroll
- 3 taxes with the Settlement Administrator.
- 4 • Payment to the Class Representatives: Within ten (10) days of Defendant's
- 5 deposit of the Gross Settlement Amount and employer's portion of payroll taxes.
- 6 • Payment to Class Counsel of Class Counsel's attorneys' fees and Class
- 7 Counsel's costs: Within ten (10) days of Defendant's deposit of the Gross Settlement
- 8 Amount and employer's portion of payroll taxes.
- 9 • Payment to the Settlement Administrator: Within ten (10) days of
- 10 Defendant's deposit of the Gross Settlement Amount and employer's portion of payroll
- 11 taxes.
- 12 • Final Report from the Settlement Administrator: _____.

13

14 Dated: _____

Hon. George J. Abdallah